APPENDIX A
SPECIAL PROVISION
SPECIFICATIONS OF WORK TO BE PERFORMED

Contractor _____

SCHEDULE OF ITEMS

- The Bid must be Delivered to the precise location and by the precise time set forth in the Notice to Contractors or any applicable Bid Amendment.
- Required unit prices, lump sum prices and/or bid amounts must be provided and legible.
- Do not make handwritten changes to the bid documents.
- The Bidder is required to bid all Items

The Bidder will have no opportunity to cure the above Non-curable Bid Defects. For clarification, questions, comments/recommendations use the "Request for Information" form as directed in the Bid Book instructions.

Bids are not accepted by email or FAX. If a paper Bid is to be sent express, please take note that overnight services do not always arrive in time. Packages using express services should be sent to Maine Department of Transportation, 24 Child Street, Augusta, Maine.

Bidder is required to bid all Items.

Item Description	Estimated Quantity and Units	Unit Price	Bid Amount = Quantity x Unit Price
Septic Tank Pumping, Various Locations (Max tank size 1000 gal)	5 tanks per year x 4 years	$_____ per tank	Unit price x 20 tanks $_____
Septic Tank Pumping, Fryeburg Informational Center (Max tank size 1000 gal)	1 tank per year x 4 years	$_____ per tank	Unit price x 4 tanks $_____
Fryeburg Informational Center Pump Station Annual Maintenance (Performed between June 1st and June 30th)	1 service per year x 4 years	$_____ per service	Unit price x 4 services $_____
Kittery Informational Center Pump Station Semi-Annual Maint. (Performed in April and October)	2 services per year x 4 years	$_____ per service	Unit price x 8 services $_____
Pump Station Maintenance Crew Cost	50 hours per year x 4 years	$_____ per hour	Unit price x 200 hours $_____
		TOTAL BID	**$**

By signing below, the Bidder (1) represents that the Bidder has examined the Contract Agreement contained in the Bid Documents, the Contract, all documents referenced in said Contract, and the site and scope of work, (2) does hereby bid and offer to enter into this contract to construct and/or perform the Work in strict accordance with the terms and conditions of this Contract at the unit prices bid in the attached "Schedule of Items", (3) represents that the Bidder has given the Department notice of any errors or ambiguities related to the documents or the work that have been discovered by the Bidder, (4) represents that the above-named organization is the legal entity entering into the resulting contract with the Department if they are awarded the contract and, (5) represents that the undersigned is authorized to enter contractual obligations on behalf of the above-named organization.

Bidder acknowledges that the properly completed and signed Schedule of Items provided with the Bid constitutes the Bidder's offer and that this offer shall remain open for 30 calendar days after the date of opening of bids.

The Bidder hereby certifies, to the best of its knowledge and belief that: the Bidder has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of competitive bidding in connection with its bid, and its subsequent contract with the Department.

Use pen and ink to complete paper bids. Signatures shall be original. Stamped and copied signatures will not be accepted.

_____ _____
Signature *Date*

_____
(Print Bidder's Name and Title)

Electronic bidding will NOT be available for this bid.

Bids will NOT be accepted by email or fax.

SIGNED PAPER BIDS ARE REQUIRED and may be mailed, sent express or hand delivered.

For further information, see “BIDDING INSTRUCTIONS” which are located near the front of the bid book.

Contract Administrator

The Contract Administrator for this contract will be:

John Maksut, Region 1, Transportation Operations Manager
Maine Department of Transportation
PO Box 358, 51 Pleasant Hill Road
Scarborough, ME 04074

The Contractor shall contact the Contract Administrator, in order to coordinate the Work. The Contractor shall submit invoices to the Contract Administrator as described in this contract.

Contractor Requirements

In order to be considered for the award of this contract, the Bidder and key employees that will be assigned to the Work in this Contract shall have successfully completed projects of similar size and scope and have sufficient experience.

Prior to Award, the Apparent Successful Bidders must submit proof they are licensed by the Maine Department of Environmental Protection (DEP) and the United States Environmental Protection Agency (EPA) for hazardous and special waste transportation. The Bidders must also provide copies or other evidence of all necessary State and Federal licenses or permits required for the transportation of hazardous and special waste, waste management and emergency response including the following:

1. A valid State Hazardous Waste Transporter's License,
2. A valid State Special Waste Transporter License,
3. Authorization from the Interstate Commerce Commission and the appropriate State Agency to operate as a common carrier,
4. A valid, satisfactory Federal (USDOT) Motor Carrier Safety Rating, and
5. A valid Federal (USDOT) Hazardous Materials Certificate of Registration.

The Contractor shall maintain current licenses, authorizations, ratings and registrations for the duration of the contract.

The Bidder shall be able to comply with the Contract Requirements, be able to deliver according to the contract schedule, and have a history of satisfactory performance.

The Bidder may be required to provide any information requested in the "Contractor's Prequalification Application" form adopted by the Department.

Scope and Specifications of Work to be Performed

Septic Tank Pumping

The Work consists of pumping and disposal of all waste from septic tanks throughout Region 1. Disposal must be in accordance with all State and Federal regulations and policies pertaining to proper disposal.

Locations 1 – 5 will be completed in the Calendar Years 2022 and 2024.

Locations 6 – 10 will be completed in the Calendar Years 2023 and 2025.

Location 11 will be completed each year.

The septic tanks are located at the following locations:

1. 1000 Gallon – 30 Quarry Road, North Berwick, York County, ME 03906
2. 1000 Gallon – 71 Stone Road, Alfred, York County, ME 04002
3. 1000 Gallon – 28 Portland Road, Gray, Cumberland County, ME 04038
4. 1000 Gallon – 315 Libby Avenue, Gorham, Cumberland County, ME 04039
5. 1000 Gallon – 1341 Maine Street, Poland, Androscoggin County, ME 04274
6. 1000 Gallon – 48 Saco Road, Standish, Cumberland County, ME 04044
7. 1000 Gallon – 250 Poland Spring Rd, Auburn, Androscoggin County, ME 04210
8. 1000 Gallon – 720 Portland Road, Bridgton, Cumberland County, ME 04055
9. 1000 Gallon – Freeport Lab, 12 Desert Rd, Freeport, Cumberland County, ME 04032
10. 1000 Gallon – 191 Bridgeton Road, Fryeburg, Oxford County, ME 04037
11. 2000 Gallon – Fryeburg Information Center, 97 Main Street, Fryeburg, Oxford County

Pump Station Maintenance

Fryeburg Information Center:
The Work consists of annual maintenance of the MaineDOT pump station located at the Fryeburg Information Center at 97 Main Street, Fryeburg, Maine. This is an effluent only pump station. The Contractor shall empty the pump station and rinse the station and the pumps with water. The Contractor shall check each pump, each float switch, and the alarm system for proper operation. The Contractor shall remove the outlet baffle filter, rinse it clean, and check it for proper operation. **This annual maintenance shall be completed each year between June 1st and June 30th.**

Kittery Information Center:
The Work consists of semi-Annual maintenance of the MaineDOT pump station located at the Kittery Information Center at 1-95 and U.S. Route 1 Kittery, Maine. This is an effluent and solid waste pump station that will require confined space entry. The

Contractor shall empty the pump station and rinse the station and the pumps with water. The Contractor shall check each pump, each float switch, and the alarm system for proper operation. **This Semi-Annual maintenance shall be completed each spring between April 1st and April 30th and each fall between October 1st and October 31st.**

Pump Station Additional Work

Additional Pump Station maintenance work will be approved by the Contract Administrator prior to work being performed. This work will be paid under Pump Station Maintenance Crew Cost per hour. Work under this Item will include all crew, service truck, labor, equipment, and materials needed to perform the additional maintenance work.

Work covered by this Contract consists of providing all labor and furnishing all equipment, supplies, materials, permits and other applicable tools/items needed to perform the services.

The Contractor shall contact Contract Administrator before pumping to allow for scheduling, and again when tanks are cleaned for MaineDOT to inspect.

Any items in need of repairs, service, or replacement will need to be approved by Contract Administrator before repairs can be made.

Post-bid Qualification Submittals

The Department will notify the Apparent Successful Bidder of the requirements for post-bid, pre-award qualifications and the Bidder shall provide all of the items within seven (7) days of the notice. The Contractor shall submit two copies or an electronic copy of all required submittals to the Department.

The Bidder may be required to submit evidence of compliance with all Contractor Requirements set forth in this Contract.

If the Bidder does not have a history of satisfactory performance performing similar Work under contracts with the Department that meets the Contractor Requirements regarding experience, the Bidder may be required to submit written documentation setting forth the experience of the Bidder and the Bidder's key personnel who will be performing the Work specified in the contract documents, including a description of similar work completed in the last five (5) years that highlight the Bidder's related experience. Such information shall include:

1. the Company's history and experience of work related specifically to the Scope of Work in this contract;

2. the key personnel's experience and number of years performing work related specifically to the Scope of Work in this contract;
3. the name of the owner for whom the work was performed;
4. the name and telephone number of a contact person;
5. a description and value of the work performed by key personnel.

The Bidder may be required to submit the relevant experience of the key personnel and supervisors who will be performing Work under this contract, their experience and number of years performing work related specifically to the Scope of Work in this contract.

The Bidder's submittal may be required to include a statement describing the personnel and equipment available for the Work and demonstrating that the Bidder is able to deliver according to the contract schedule. Contractors may be required post bid pre award to demonstrate they meet some of the contractor requirements.

Upon receipt of the pre-award submittals, the Department will review the submissions and determine if the submitted evidence or information satisfies the Department requirement that the bidder is qualified to properly carry out the terms of the Contract.

Bidders shall ensure that all information required herein is submitted. Provision of inaccurate information or failure to provide all completed and required information may result in the Bidder being determined to be "Not Qualified" or disqualified as non-responsive. Within 14 days, the Department will review the submissions and determine if the available evidence or information satisfies the Department requirement that the bidder is qualified to properly carry out the terms of the Contract. The Department reserves the right to communicate in writing with Bidders, if needed, to obtain additions to and/or clarification of information contained in the submittals received. The qualifications submitted will be checked for general conformance with the concept of the project and compliance with the requirements set out in the Contract Documents. Review by the Department, comments by the Department, or any failure to review or comment, shall not absolve the Contractor of its responsibility or to shift any responsibility to the Department. The Bidder shall have 3 days to submit additions and clarifications. The Bidder will have no additional opportunity to submit or clarify information. The Department will not provide an opportunity for the Bidder to meet to present evidence.

Based on these submissions, the Department will make one of the following determinations:

1. Qualified - The Contractor has satisfied the post-bid, pre-award qualification requirements and demonstrated to the Department's satisfaction that it is responsible, can meet the Contractor Requirements set forth in this contract, and is qualified to perform this type of work.

2. Not Qualified - Bidder is not qualified to properly carry out the terms of the Contract and/or the submission does not meet specifications and accepted standards and is not acceptable, as determined by the Department.

There is no Appeal process and the determination of "Not Qualified" is final. The Department will reject the bid as non-responsive, and the Award process will proceed without the unqualified Bidder.

The Department will notify the Bidder of its determination in writing. If a determination of "Not Qualified" is rendered, the notice will set forth reasons to the extent practical. Such reasons may include the following:

A. Not meeting contract Contractor Requirements

B. Insufficient experience

C. Default(s) or termination(s) on past or current Contracts.

D. Failure to pay or settle all bills for labor, Materials or services on past or current Contracts.

E. Failure to comply with directives of the Department on past or current Contracts.

F. Failure to accept an Award of a Contract made by the Department to the Contractor.

G. Making materially false, deceptive, or misleading Statements or omissions, whether or not under oath, regarding a claim on prior Contracts or on the Contractor's Prequalification Application or the Post-Bid Qualifications submittals.

H. Failure to provide information requested by the Department pursuant to this Special Provision.

I. Any of the reasons contained in Section 102.02 of the "Rules Regarding Debarment of Contractors", Maine Department of Transportation Register 17-229, Chapter 102 (October 2, 1985).

J. Debarment or suspension by any federal, State, or local governmental procurement agency or the Contractor's Agreement to refrain from Bidding as part of the settlement with any such agencies.

K. Other serious misconduct that the Department reasonably determines will substantially and adversely affect the cost, quality or timeliness of Work, or the safety of Workers or the public.

Allowable Work Times

The work can be conducted as directed by MaineDOT during regular business hours of 7:00 AM to 3:30 PM, Monday thru Friday, unless otherwise authorized by MaineDOT.

Project Specific Emergency Planning

Unless the Contract provides for closure of an existing facility, the Contractor shall ensure that essential police, fire, rescue, and ambulance services have reasonable and timely access to and through the Project Limits. The Contractor shall contact all emergency service providers in the area, discuss potential impacts on emergency operations (including water supply for fire suppression), and minimize any negative impacts.

Measurement and Payment

The accepted quantity of Septic Tank Pumping will be paid for at the unit price, each which shall be full compensation for pumping, transporting and disposal of contents which may include liquids, solids and trash and all other incidentals necessary to complete the work. Mobilization, transportation, and disposal will not be paid for directly and all costs for such will be considered incidental to the unit price.

Pump station annual maintenance & semiannual maintenance will be measured by each service per location, tested and accepted.

The accepted quantity of Pump Station Maintenance will be paid for at the unit price for each service performed, which shall be full compensation for pumping, testing, permits, transporting and disposal of contents which may include liquids, solids and trash and all other incidentals necessary to complete the work. Mobilization, transportation, and disposal will not be paid for directly and all costs for such will be considered incidental to the unit price for Pump Station Maintenance.

Pump Station Maintenance Crew Cost will be paid by the hour for each hour authorized that work is performed. For the purpose of billing, the Contractor will begin billing their time from the time they arrive on a specific job site until the Contractor has left the job site. The total number of hours will be rounded off to the nearest ½ hour.

Service truck or vehicle will not be paid separately but will be considered incidental to the contract items.

All travel time including traveling to and from the job site and picking up any parts and materials will be considered incidental.

Expenses, mileage, meals, phones, pagers, equipment, and the service truck will not be paid for separately but will be considered incidental. Mileage and fuel surcharges will not be measured for payment. There will be no reimbursement for overnight stays.

The Department will pay based upon prices bid and the invoices provided and approved by the Department. The Contractor shall submit an itemized bill to the Contract Administrator for services at the completion of the assignment and acceptance of the task.

Changes

The Department may increase or decrease Pay Item quantities from the estimated quantities shown in the Bid Documents, and such increase or decrease shall not be considered Extra Work. Except as expressly provided otherwise in this Contract, the Contractor shall be paid for actual Work authorized and performed at the Unit Prices contained in the Contractor's Bid. The Contractor accepts such payment as full and complete compensation.

SPECIAL PROVISIONS
ADDITIONS AND REVISIONS TO STANDARD SPECIFICATIONS

SPECIAL PROVISION SECTION 101
CONTRACT INTERPRETATION

101.2 Definitions Add the following:

"MaineDOT The Department of Transportation of the State of Maine, as established by 23 MRSA §4205 et seq. for the administration of Highway, Bridge, and other public Works; acting through the Commissioner and his/her duly authorized representatives."

101.2 Definitions Add the following:

"Contract Agreement form The Contract Agreement, Offer and Award, the Maine Department of Transportation Contract Agreement Transportation Related Maintenance Work, the Maine Department of Transportation Contract Agreement to Purchase Supplies, Materials and/or Equipment for a Specific Project, Contract Agreement to Purchase Materials and/or Equipment for a Project and Related Work, the Maine Department of Transportation Private Equipment Rental Agreement – with an Operator, the Maine Department of Transportation Private Equipment Rental Agreement – without an Operator, or other contract agreement contained in the bid documents."

101.2 Definitions Contract Completion Date Delete the entire section and replace with the following:

"The required completion date of all Work pursuant to the Contract, except warranty work. The Contract Completion Date is usually on the Contract form."

101.2 Definitions Contract Execution Delete the entire section and replace with the following:

"Execution of the Contract by the Commissioner or their authorized agent by signing the Contract form which action, upon written notification to the Contractor, forms a Contract as provided in Section 103.8 - Execution of Contract by Department."

101.2 Definitions Contractor Delete the entire section and replace with the following:

"After the Department has executed the Contract by cosigning the Contract form provided in the Bid Documents, previously signed by the successful bidder, the Successful Bidder becomes the Contractor. The Contractor will be the single point of responsibility for all Contract obligations to the Department. The Contractor shall be an independent Contractor with respect to the Department and shall not be an employee, agent, or representative of the Department. Alternatively, "Contractor," with a lower case "c," may mean a firm engaged in construction Work"

SPECIAL PROVISION SECTION 102
BIDDING

102.6 Bid Guaranty Delete the entire section 102.6.

102.7.1 Location and Time Delete the entire section and replace with the following:

"The Bidder must Deliver its Bid and Bid Guaranty in a sealed envelope to the exact location and before the precise time (as determined by the Department) specified in the Notice to Contractors or any applicable Bid Amendment. The sealed envelope must be labeled with the Bidder's name, the Work location, Title, and the words "Bid Enclosed". As a minimum, the Bidder will submit a Bid Package consisting of the Notice to Contractors, the completed Acknowledgement of Bid Amendments form, the completed Schedule of Items, 2 copies of the completed Contract form, and any other Certifications or Bid Requirements listed in the Bid Book. For a related provision, see Section 102.11 - "Bid Responsiveness".

102.11.1 Non-curable Bid Defects Revise the item on the list of non-curable Bid Defects for which the Department will reject Bids as non-responsive that reads "The Bid is not signed by a duly authorized representative of the Bidder." by replacing it with the following:

"The Bid is not signed by a duly authorized representative of the Bidder.

- Properly submitted electronic bids meet this requirement.
- Paper bids must include either (1) one or more signed copies of the Contract Agreement form or (2) a signed copy of the Schedule of Items."

102.11.1 Non-curable Bid Defects Revise this subsection by removing the words "The unit price and bid amount is not provided or a lump sum price is not provided or is illegible as determined by the Department." and replacing it with the following:

"The unit price and bid amount is not provided if (1) the item quantity is not one or lump sum or, (2) the lump sum contract price is not provided or, (3) the unit price, bid amount or lump sum price is illegible as determined by the Department."

102.11.2 Curable Bid Defects Revise the section by replacing it with the following:

"Unless the Department waives a curable Bid defect, the Bidder must cure, within the time stated in the written notice by the Department, but not less than 24 hours, all other Bid Defects not listed in Section 102.11.1 - Non-curable Bid Defects that are identified by the Department. Failure to cure such Defects within said time may result in forfeiture of the Bidder's Bid Guaranty. Upon such failure, the Department may take any action in the best interests of the Department, including those set forth in Section 103.6 - Failure to Fulfill Award Conditions.

Such curable Bid Defects include, but are not limited to, the following.

The Bidder signs only one of the Contract Agreement Offer & Award forms.

Missing total sum of the items provided in the Schedule of Items.

The prices or signatures on the Bid or Bid Guaranty are not in ink or other non-erasable substance.

Failure to acknowledge Receipt and consideration of all Bid Amendments.

The Bid includes only one signed Contract Agreement form.

The Bid does not include a signed Contract Agreement form but does include a signed Schedule of Items.

If a submitted bid contains any additional conditions or alternate bidding language, the Bidder may cure the defect by removing all conditions and alternate language or the Department will reject the bid as non-responsive.

All other Defects that do not create a significant question as to the Bidder's total Bid amount or the Bidder's ability to complete the Work within the Contract Time or by the Contract Completion Date as determined by the Department."

SPECIAL PROVISION SECTION 103
AWARD AND CONTRACTING

103.1.1 Unit Prices Govern Add the following at the end of the paragraph:

"If the item quantity is one and either a unit price or bid amount is not provided, the unit price or bid amount omitted shall be determined mathematically by the Department."

103.5 Award Conditions Replace the first paragraph with the following:

"The Apparent Successful Bidder must provide and/or perform all of the items listed in this Section 103.5 within 14 Days of Receipt of the Notice of Intent to Award. Unless indicated otherwise, all items must be Delivered to the Department's Bureau of Maintenance & Operations."

103.5.1 Performance and Payment Bonds Delete the entire section 103.5.1.

103.5.4 Execution of Contract By Bidder Delete the entire section and replace with the following:

"The properly completed and signed Contract form provided with the Bid constitutes the Bidder's offer. Once the Department has received the insurance, and any other pre-award items required, the Department will sign and execute the Contract. The point of Contract execution is when the Contractor receives written notice that the contract has been signed by the Department and executed."

SPECIAL PROVISION SECTION 104
GENERAL RIGHTS AND RESPONSIBILITIES

104.3.8A. Federal Wage Rates and Labor Laws Delete the entire section 104.3.8A. Federal Wage Rates do not apply to this work.

104.3.8B State Wage Rates and Labor Laws Delete the entire section 104.3.8B.

SPECIAL PROVISION SECTION 105
GENERAL SCOPE OF WORK

105.2.2 Health and Safety Plan Delete the entire section and replace with the following:

"The Contractor has the authority and responsibility to ensure compliance with all applicable federal, State, and local laws governing safety, health, and sanitation including all applicable laws and regulations of OSHA. The Contactor shall comply with these laws and regulations and ensure compliance by its subcontractors.

The Contractor shall provide all safeguards, safety devices, and protective Equipment and take all other action that is necessary to continuously and effectively protect the safety and health of all persons from hazards related to the Work."

105.3 Traffic Control and Management Delete the entire section and replace with the following:

"The Department will provide traffic control."

105.8.1 Temporary Soil Erosion and Water Pollution Control Delete the entire section and replace with the following:

"The Department will provide soil erosion and water pollution control."